

THIS DOES NOT
CIRCULATE

A G R E E M E N T

Monmouth

Between:

THE MONMOUTH COUNTY
SUPERINTENDENT OF ELECTIONS
and
COMMISSIONER OF REGISTRATION

AND

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO,

JANUARY 1, 1979 through JUNE 30, 1981

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JUL 26 1979

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TABLE OF CONTENTS

ARTICLE NO.	TITLE	PAGE NO.
I	Preamble	1
II	Recognition	1
III	Dues	2
IV	Agency or Union Shop	3
V	Vacation Leave	3
VI	Holidays	5
VII	Sick Leave	6
VIII	Maternity Leave	6
IX	Administrative Leave	7
X	Bereavement Leave	7
XI	Other Types of Leave	7
XII	Retirement	8
XIII	Automobile Expenses	9
XIV	Medical Benefits	9
XV	Promotions	9
XVI	Salaries	10
XVII	Disciplinary Action	11
XVIII	Probationary Period	11
XIX	Non-Discrimination	11
XX	Seniority	12
XXI	Union Activities	12
XXII	Workmen's Compensation Clause	12
XXIII	Job Classification	13
XXIV	Fully Bargained	13
XXV	Hours of Work and Overtime	13

TABLE OF CONTENTS

ARTICLE NO.	TITLE	PAGE NO.
XXVI	Management Rights Clause	14
XXVII	Past Practice	15
XXVIII	General Provisions	15
XIX	Grievance Procedure	16
XXX	Termination	20
	Appendix "A"	
	Appendix "B"	

This Agreement, made this 31st day of May, 1979 by and between THE MONMOUTH COUNTY SUPERINTENDENT OF ELECTIONS AND COMMISSIONER OF REGISTRATION, hereinafter referred to as the "Employer" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the CWA, represents the complete and final understanding between the Employer and the CWA.

ARTICLE 1

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the CWA, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II

RECOGNITION

(A) The Employer recognizes the CWA as the sole representative of the employees in the following unit:

Election Clerk

Senior Election Clerk

Supervising Election Clerk

Investigator

Senior Investigator

Chief Investigator

Custodian, Voting Machines

Chief Custodian, Voting Machines*

*This title shall be included in the bargaining unit at such time as a different incumbent is appointed to the position. It is understood that as long as the present incumbent, Walter Fink, remains in the position, the title will not be part of the bargaining unit.

(b) Any new title authorized for use by the employer will be negotiated for inclusion or exclusion from the bargaining unit. If the parties are unable to agree on the inclusion or exclusion of a title, the Union will pursue statutory procedures under the New Jersey Public Employment Relations Act.

ARTICLE III

UNION DUES

The Employer agrees to deduct from the pay of each employee monthly, who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o Secretary-Treasurer, Communications

Workers of America, AFL-CIO, 1925 "K" Street, N.W., Washington, D.C. 20006, by the 10th (tenth) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA President.

(b) The CWA agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts of employer or its agent or servants.

ARTICLE IV

AGENCY OR UNION SHOP

If legislation is enacted allowing the agency or union shop, the parties hereto will meet within thirty (30) days to negotiate implementation of such legislation.

ARTICLE V

VACATION LEAVE

SECTION 1: Vacation leave will be granted as follows, effective January 1, 1979 for the year 1979.

(1) One working day per month worked during the first calendar year of employment.

(2) Twelve working days per year after the first calendar year and up to and including five years of service, earned at one day per month.

(3) Fifteen working days per year beyond five and up to and

including twelve years of service, earned at the rate of one and one-quarter days per month.

(4) Twenty working days per year beyond twelve and up to and including twenty years of service, earned at the rate of one and two-thirds days per month.

(5) Twenty-five working days per year after twenty years of service, earned at the rate of two and one-twelfth days per month.

SECTION 20 Vacation leave will be granted as follows, effective January 1, 1980 for the year 1980:

(1) One working day per month worked during the first calendar year of employment.

(2) Twelve working days per year after the first calendar year and up to and including three years of service, earned at one day per month.

(3) Fifteen working days per year beyond three and up to and including twelve years of service, earned at the rate of one and one-quarter days per month.

(4) Twenty working days per year beyond twelve and up to and including twenty years of service, earned at the rate of one and two-thirds days per month.

(5) Twenty-five working days per year after twenty years of service, earned at the rate of two and one-twelfth days per month.

(c) For the purposes of computation, those employees who are hired between January 1 and June 30 will be credited for that year of service in determining time served for their vacation leave. Those hired after June 30 will not receive credit for that year of service in determining their vacation leave for that year but will begin

receiving credit on January 1 of the following year.

(d) Vacation allowances must be taken during the current calendar year, at such time as permitted or directed by the appointing authority, unless it has been determined that it cannot be taken. Any unused vacation may be carried forward into the next succeeding year only.

ARTICLE VI

HOLIDAYS

The following are paid holidays:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Abraham Lincoln's Birthday	Columbus Day
George Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
	One Additional Day*

*One additional day shall be granted to each employee of the unit. Same shall be in lieu of General Election Day. The employee shall request the date to be taken subject to the approval of the Employer.

When any of the aforementioned holidays falls on a Saturday, it shall be celebrated on the preceding Friday.

When any of the aforementioned holidays falls on a Sunday, it will be celebrated on the following Monday.

Any other holidays or emergency days granted by gubernatorial proclamation or resolution of the Board of Chosen Freeholders shall apply to employees of this unit. If, due to the nature of the work, an employee is not scheduled off on the particular day, he would be entitled to a compensatory day in the future, as determined by the Superintendent of Elections.

ARTICLE VII

SICK LEAVE

Sick leave will be granted as follows:

1. All full time employees will be granted sick leave at the rate of one day per month during the first calendar year of employment and fifteen days per year for each year thereafter. Said sick leave will be accumulated from year to year.

2. When an employee becomes ill while on his/her assigned work shift and he/she cannot continue his/her work because of the illness, he/she shall be compensated for a minimum of one half ($\frac{1}{2}$) day, except that if he/she has worked four (4) or more hours, he/she shall be compensated for the regularly assigned shift. Excuse for such illness will be granted by the appropriate supervisory or medical personnel when available.

ARTICLE VIII

MATERNITY LEAVE

Maternity leave benefits will be provided as per current federal statute.

ARTICLE IX

ADMINISTRATIVE LEAVE

Providing reasonable notice is given to the employer, each full-time employee will be entitled to take three (3) Administrative Leave days during the calendar year. During the first calendar year of employment, a new full-time employee will earn one-half ($\frac{1}{2}$) day of Administrative Leave per month, after the completion of one (1) calendar month of employment, up to a maximum of three (3) days. Administrative Leave days shall not accrue from year to year.

ARTICLE X

BEREAVEMENT LEAVE

All full time employees shall be eligible to receive a maximum of three (3) full-time days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts and uncles.

ARTICLE XI

OTHER TYPES OF LEAVE

Leaves without pay may be granted, at the discretion of the Employer, to permanent employees for any reason deemed appropriate by the Employer but not in excess of six(6) months, and after six (6) months may be renewed for no more than an additional six (6) months.

In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and terminating of the leave, shall be submitted to the Employer. No leave of absence without pay shall become effective without prior approval of the Employer.

Employees granted leave of absence without pay shall

not earn annual sick leave or vacation leave credits while on said leave of absence without pay.

ARTICLE XII

RETIREMENT

(a) Any employee who has been granted sick leave under terms and conditions similar to classified employees, shall be entitled upon retirement from a recognized public employee's retirement system to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the employment records and certified by the employer on the effective day of his/her retirement.

(b) An employee who elects a deferred retirement benefit shall not be eligible for the supplemental compensation payment provided under this resolution. (Definition of Deferred Retirement Benefits is attached hereto.).

(c) The supplemental compensation payment to be paid pursuant hereto shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

(d) The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or

decrease any pension or retirement benefits to such retiring employee under any other statute.

(e) In the event of an employee's death within one (1) year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate.

ARTICLE XII

AUTOMOBILE EXPENSES

The parties agree that each employee who is authorized and required to use his/her personal automobile for Employer's business shall be reimbursed 16¢ (sixteen cents) per mile, which is to be paid only after the filing of a monthly voucher.

It is agreed that should the State of New Jersey change its schedule during the term of this agreement, then said change shall apply to this contract, effective the date of passage by the State.

ARTICLE XIV

MEDICAL BENEFITS

(a) All present health and medical insurance shall be continued.

(b) Should any other employee group under the direct control of the Board of Chosen Freeholders receive additional medical or health benefits, then said benefits shall apply to this unit.

ARTICLE XV

PROMOTIONS

(a) Other than Election Clerk, all other permanent job openings within the bargaining unit shall be posted, with appropriate salary ranges, for at least five (5) days, before said positions are to be

filled.

(b) All employees shall be considered on the basis of merit. If two (2) employees are equally qualified, as determined by the Employer, the most senior shall be selected. The Employer will endeavor to promote from within. The determination of equally qualified shall not be grievable.

(c) Any employee who is promoted shall receive a salary adjustment to the next higher step in the appropriate range, provided said step shall be at least five (5%) per cent above the individual's rate of pay prior to said promotion. If said adjustment would be less than five (5%) per cent, the employee shall be adjusted to the next higher step within the range. It is understood that no employee shall receive a salary in excess of the established range. Said step schedule is attached as Appendix "B".

ARTICLE XVI

SALARIES

The following salary schedules shall be established for the various titles as indicated:

TITLE	EFF. 1/1/79	EFF. 7/1/79	EFF. 7/1/80
Election Clerk	5740-7747	6142-8289	6572-8869
Senior Election Clerk	7327-9897	7840-10,590	8389-11,331
Supervising Election Clerk	8079-10,903	8645-11,666	9250-12,483
Investigator	8482-11,446	9076-12,247	9711-13,104
Senior Investigator	9350-12,622	10,005-13,506	10,705-14,451
Chief Investigator	10,308-13,912	11,030-14,886	11,802-15,928
Custodian, Voting Machines	9350-12,622	10,005-13,506	10,705-14,451
Chief Custodian, Voting Machines	10,308-13,912	11,030-14,886	11,802-15,928

(b) Attached as "Appendix A" is a list of adjustments which will apply for the various employees in the appropriate salary categories.

ARTICLE XVII

DISCIPLINARY ACTION

No employee shall be disciplined or discharged without just cause.

ARTICLE XVIII

PROBATIONARY PERIOD

New employees shall serve a three (3) month probationary period. The Employer has the right to remove said employees after such probationary period, provided said period has not been satisfactory in accordance with the standards established by the Employer. Dismissal during this period shall not be subject to the grievance procedure.

It is understood that the three (3) month probationary period shall also apply to those employees who have been in the service but have been promoted to a higher title. It is understood that employees shall have the right to return to their previous title should their probationary period in the higher title prove unsatisfactory to the Employer.

ARTICLE XIX

NON-DISCRIMINATION

Neither party to this Agreement shall discriminate against any employee because of race, sex, age, nationality, religion, political affiliation, marital status, handicap or union affilia-

tion. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

ARTICLE XX

SENIORITY

(a) Seniority is defined as continuous service with the employer and will be the controlling factor with respect to vacation schedules. Overtime shall likewise be scheduled on a rotating basis on the basis of seniority.

(b) In regard to overtime as indicated above, the Employer shall establish a roster of employees by seniority. Said roster shall be used on a rotating basis in assigning overtime. It is understood that in order to be eligible to have his/her name placed on said roster, the employee must have at least six (6) months service with the Employer.

ARTICLE XXI

UNION ACTIVITIES

It is agreed that the CWA will be allowed up to ten (10) days in the aggregate, with pay, per calendar year, which can be delegated to any one or more union representatives for the specific purpose of attending CWA conventions and meetings, upon prior notice and approval.

ARTICLE XXII

WORKMEN'S COMPENSATION CLAUSE

An employee who is absent from the job as a result of an on-

the job accident or injury, and has filed a workmen's compensation accident report shall receive his/her salary and sick leave according to the provision of N.J.S.A., Title 34, Chapter 15, Article 5, Revised Statutes.

ARTICLE XXIII

JOB CLASSIFICATION

Management reserves the right to create new job titles in this unit. However, before said job titles are created, notice will be given to the CWA and an opportunity to discuss said titles will be afforded to the CWA.

ARTICLE XXIV

FULLY BARGAINED

The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment and that the terms and conditions of employment shall not be changed during the life of this Agreement.

ARTICLE XXV

HOURS OF WORK AND OVERTIME

The normal hours of work for the bargaining unit are to be as follows:

9:00 A.M. to 4:30 P.M., or equivalent, with one hour for lunch, and one fifteen minute break in the morning, and one fifteen minute break in the afternoon.

Any additional hours worked above 32½ (thirty-two and one-half) hours in the work week, up to and including 40 (forty) hours, shall be either compensated in pay at a straight time rate or compensatory time at a time and one-half rate. Final determination as to the option selected shall be made by the Employer.

Any additional hours worked above forty (40) hours in the work week shall be compensated in pay or compensatory time, at the rate of time and one-half. The final determination as to the option selected shall be made by the Employer.

An employee working on a holiday shall receive an additional payment for the day at the rate of time plus one-half. Compensatory time may be taken in lieu of the additional payment.

ARTICLE XXVI

MANAGEMENT RIGHTS CLAUSE

It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the forces of the Superintendent's Office in all its various aspects, in accordance with NJSA 19:32-27. Among the rights retained by the Employer, is the right to direct the working forces to plan, direct and control all the operations of the office; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract or sub-contract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change and eliminate all existing methods, equipment or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

It is further agreed that the above detailed enumeration of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated

ARTICLE XXVII
PAST PRACTICES

It is mutually understood and agreed that benefits currently enjoyed by employees shall remain in effect.

ARTICLE XXVIII
GENERAL PROVISIONS

(a) Bulletin boards will be provided by the Employer at permanent work locations for the use of the Union for the sole purpose of posting Union announcements and other information of a non-controversial or non-political nature.

(b) Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction or by any other means, such decision of the Court or such other determination shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to commence negotiation within ten (10) working days of such determination relative to the invalidated portion only.

(c) It is agreed that representatives of the Employer and the Union will meet reasonably from time to time upon the reasonable request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meeting shall be initiated by written request of either party and a precise agenda shall be established.

(d) Employees who are covered by this Agreement shall perform the duties and responsibilities outlined for their positions by the Employer.

ARTICLE XIX
GRIEVANCE PROCEDURES

(a) Grievance Definition. A "Grievance" is:

1. A claimed breach, misinterpretation or improper application of the terms of this Agreement (contractual grievance); or
2. A claimed violation, misinterpretation of misapplication of rules or regulations, existing policies, letters of memoranda of agreement, administrative decisions, or laws, applicable to the agency or department which employs the grievant affecting the terms and conditions of employment and which are not included in A.1. above (non-contractual grievance).

It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the CWA upon his/her request in accordance with the provisions hereof. He/she shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

3. Nothing in this Agreement shall be construed as compelling the CWA to submit a grievance to arbitration. The CWA's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final to the interests of the grievant and the Association.

4. No grievance settlement reached under the terms of the Agreement shall add to, subtract from or modify any terms of this Agreement.

5. Where an individual grievant initiates an A.1. grievance, such grievance shall only be processed through CWA representation.

(b) General Rules and Procedures

1. Any member of the collective negotiating unit must orally

present and discuss his complaint with his immediate supervisor on an informal basis prior to filing a formal grievance at Step One.

2. Where a grievance directly concerns and is shared by more than one (1) grievant, such group grievance may properly be initiated at the first level of supervision common to the several grievants. The presentation of such group grievance will be by appropriate CWA representative(s) and one (1) of the grievants designated by the CWA. A group grievance may be initiated by the CWA.

3. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the Employer to consolidate such grievance for hearing as a group grievance provided the time limitations expressed elsewhere herein are understood to remain unaffected and the CWA shall be notified of this action.

4. All grievances shall be presented in writing to the designated representative of the party against whom it is made. The form shall contain a general description of the relevant facts from which the grievance derives and references to the sections of the Agreement, if any, which the grievant claims have been violated.

5. The CWA shall be given a copy of the final disposition of all grievances. A copy of the decision of the Employer at each step shall be provided to the grievant and to the CWA representative involved.

(c) Grievance Time Limits and Management Responses

1. A grievance must be filed initially within ten (10) working days from the date or any date on which the act which is the subject of the grievance occurred or ten (10) working days from the date on which the grievant should reasonably have known of its occurrence. Other references to days in this Article are working days

of the party to which they apply.

Hearings shall be scheduled and decisions after the scheduled hearing shall be rendered in writing within established time limits as set forth herein.

(d) Time Off for Grievance Hearings

1. An employee and his designated employee representative shall be allowed time off without loss of pay. Time shall be allowed as may be required for appearance at a hearing of the employee's grievance, during scheduled working hours.

2. Where the employee or the CWA requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of the appearance.

3. The CWA representative may have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.

(e) Grievance Steps and Parties Therein

STEP ONE: If within ten (10) days of the informal discussion of the complaint with the employee's immediate supervisor, the matter is not resolved, the grievant may submit his grievance in writing to the Employer. The grievant may be represented by the CWA Steward and/or the CWA representative.

STEP TWO: In the event that the grievance has not been satisfactorily resolved at Step One, then arbitration may be brought only by the CWA, through its designee within thirty (30) calendar days from the day the union received the Step One decision or from the date on which the Step One decision was due, by mailing a written

request for arbitration to the Public Employment Relations Commission and sending a copy to the Office of the Monmouth County Personnel Department. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions at this Step shall be made in writing. The request for arbitration shall contain the names of the department or agency and the employee involved.

3. Arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission.

4. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or subdivision thereof not inconsistent with this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issued by the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

ARTICLE XXX

TERMINATION

This Agreement shall be effective retroactive to January 1, 1979 and shall remain in full force and effect until June 30, 1981.

On or about April 1, 1981, the parties shall meet to renegotiate the terms and conditions of employment. The contract will remain in affect until a successor contract has been finalized and signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal in Freehold, Monmouth County, New Jersey on this 31 day of May, 1979

COMMUNICATIONS WORKERS
OF AMERICA AFL-CIO

Long John

Allen Wayne

Patricia Aspin

Bruce W. Campbell

Dawn Hill

Supt. of Elections
COUNTY OF MONMOUTH

Allyn H. Hark

ATTEST.

Robert J. Bell

APPENDIX "A"

PRESENT SALARY	EFFECTIVE 1/1/79	EFFECTIVE 7/1/79	EFFECTIVE 7/1/80
6192	6601	7063	7557
5492	6027	6449	6900
6655	7173	7675	8212
6989	7460	7982	8540
5904	6314	6756	7229
5109	5740	6142	6572
7022	7460	7982	8540
6009	6314	6756	7229
10,144	10,904	11,667	12,484
9013	9530	10,197	10,911
9240	9897	10,590	11,331
11,017	11,688	12,506	13,381
11,623	12,155	13,005	13,915
10,492	11,220	12,005	12,846
8668	9329	9982	10,681
8000	8483	9077	9712
10,273	11,022	11,794	12,620
* 10,273	11,853	12,683	13,571

* For Chief Investigator, this reflects a different increment due to increase resulting from promotion.

APPENDIX "B"

Election Clerk

1/1/79	5740	6027	6314	6601	6887	7174	7461	7747
7/1/79	6142	6449	6756	7063	7369	7676	7983	8289
7/1/80	6572	6900	7229	7557	7885	8213	8542	8869

Senior Election Clerk

1/1/79	7327	7694	8061	8429	8796	9163	9530	9897
7/1/79	7840	8233	8625	9019	9411	9804	10,197	10,590
7/1/80	8389	8809	9229	9650	10,070	10,490	10,911	11,331

Supervising Election Clerk

1/1/79	8079	8483	8886	9290	9693	10,097	10,500	10,904
7/1/79	8645	9077	9508	9940	10,372	10,804	11,235	11,667
7/1/80	9250	9712	10,174	10,636	11,098	11,560	12,021	12,484

Investigator

1/1/79	8482	8906	9329	9752	10,176	10,599	11,022	11,446
7/1/79	9076	9529	9982	10,435	10,888	11,341	11,794	12,247
7/1/80	9711	10,196	10,681	11,165	11,650	12,135	12,620	13,104

Senior Investigator

1/1/79	9350	9818	10,285	10,753	11,220	11,688	12,155	12,623
7/1/79	10,005	10,505	11,005	11,506	12,005	12,506	13,005	13,507
7/1/80	10,705	11,240	11,775	12,311	12,845	13,381	13,915	14,452

Chief Investigator

1/1/79	10,308	10,823	11,338	11,853	12,368	12,883	13,398	13,912
7/1/79	11,030	11,581	12,132	12,683	13,234	13,785	14,336	14,886
7/1/80	11,802	12,392	12,981	13,571	14,160	14,750	15,339	15,928

Custodian, Voting Machines

1/1/79	9350	9818	10,285	10,753	11,220	11,688	12,155	12,623
7/1/79	10,005	10,505	11,005	11,506	12,005	12,506	13,005	13,507
7/1/80	10,705	11,240	11,775	12,311	12,845	13,381	13,915	14,452

APPENDIX "B" (Continued)

Chief Custodian, Voting Machines								
1/1/79	10,308	-10,823	11,338	11,853	12,368	12,883	13,398	13,912
7/1/79	11,030	11,581	12,132	12,683	13,234	13,785	14,336	14,886
7/1/80	11,802	12,392	12,981	13,571	14,160	14,750	15,339	15,928

The Board of Chosen Freeholders

County of Monmouth

RAY KRAMER, Director of the
Board, Finance & Administration

JANE CLAYTON, Director of
Administration of Justice

HARRY LARRISON, JR., Director of
Health, Welfare & Social Services

THOMAS J. LYNCH, JR., Director of
Public Works and Transportation

ALLAN J. MacDONALD, Director of
Buildings, Grounds and Parks

HALL OF RECORDS

MAIN STREET

FREEHOLD, NEW JERSEY 07728

Telephone: Area Code (201) 431-7300

ROBERT J. COLLINS

Assistant County Administrator

May 16, 1979

Mr. Larry Cohen
Communications Workers of America
14 Commerce Drive
Cranford, N.J. 07016

RE: Contract - Superintendent of Elections

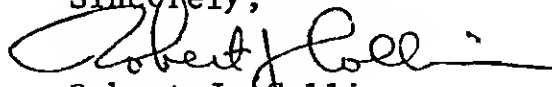
Dear Mr. Cohen:

The following represents an understanding which was reached by us. Same will be considered separate and apart from the contract.

1. It is understood that, if this Agreement is determined by the Federal Government to have exceeded the President's Voluntary Wage Guideline Program and as a direct result the County is penalized by loss or cutback of federal funds, adjustment in salary or fringe benefits will be made so as to be in conformity with said wage program.
2. For those custodian employees who had worked overtime from October, 1978 through December 31, 1978, a time list will be submitted and they will be paid time-and-one-half for actual hours worked. It is understood that effective January 1, 1979, overtime payment will be made in accordance with Article XXV of the contract.
3. It is understood that should the State of New Jersey receive adjustments higher than the adjustments made to employees covered in this contract, we will discuss rates of pay after June 30, 1980. It is understood that this in no way indicates that further adjustments will be made to salary only that we will look to see the comparisons as of that time.

Should you have any further questions concerning this contract, please feel free to call me.

Sincerely,


Robert J. Collins

AGREED:


RJc:pf

6/4 cc: Allan Neel